Maries all under Exeq<sup>n</sup> Edw: Commins appearing & denyeth Liber A. th<sup>t</sup> he carryed any such p<sup>r</sup>sons or estate away out of the County, the plf not having evidence ready in Court, to prove concerning the exportaon of the fores<sup>d</sup> Bostons estate desyres respite in th<sup>t</sup> part untill the Cou<sup>r</sup>t in January next. w<sup>ch</sup> was graunted. And the Jury goeing on the other part of the demand Returned their Verdict in writing. Viz fownd for the plf 1175<sup>t</sup> Tob: & cask & the Gou<sup>r</sup> commanded it to be entred for the iudgm<sup>t</sup>

Capias ad Satisfaciend.

4º Nouemb. Copie Eod. to Mr Commins.

Vppon the demand of Rob<sup>t</sup> Smith plf uers Walter Beane def<sup>t</sup> for a heighfer & her increase, The def<sup>t</sup> denyeth th<sup>t</sup> he deteyneth any Beast of the plfs & alleageth th<sup>t</sup> he bought the Beast now in question of M<sup>r</sup> Jn<sup>o</sup> Lewger about a yeare and halfe agoe. Touching the s<sup>d</sup> demand.

Edward Packer deposeth & sayth, th<sup>t</sup> M<sup>r</sup> Lewger sold a Beast to Walter Beane somewhat pyde w<sup>ch</sup> this Dep<sup>t</sup> then veiwing, doth certainely yett rememb<sup>r</sup> th<sup>t</sup> both eares were underkeeld when he the s<sup>d</sup> M<sup>r</sup> Lewger made deliuery thereof unto the s<sup>d</sup> Walter Beane. And further he sayth, th<sup>t</sup> it seemed then to him That both eares were cropd.

Walter Beane being demanded uppon oath, sayth That the Beast, w<sup>ch</sup> is now claymed by the plf, was neu<sup>r</sup> marked or altered from the mrk shee now hath & by w<sup>ch</sup> he receaued her eyther by himselfe or by any other through his appoyntm<sup>t</sup> And The Jury brought in Verdict. Wee find for the def<sup>t</sup> And the Gou<sup>r</sup> dismissed the def<sup>t</sup> w<sup>th</sup>out day.

Vppon the demand of Henry Mosely of Chicicoan plf agst p. 198 Will<sup>m</sup> Lewis def<sup>t</sup> for 1200<sup>t</sup> Tob. for wrongfully deteyning a boate from the plf. The def<sup>t</sup> p<sup>r</sup> Attornatū W<sup>m</sup> Bretton, denyeth th<sup>t</sup> eu<sup>r</sup> he did damnify the plf in deteyning any Boate, w<sup>ch</sup> was his from him. But sayth th<sup>t</sup> he hath a Boate, w<sup>ch</sup> the plf layeth clayme to, and keepeth her by order of Justice, w<sup>ch</sup> was formerly adjudged to him by this Court. And the Jury brought in their Verdict. Viz fownd for the def<sup>t</sup> And the def<sup>t</sup> was dismissed w<sup>th</sup>out day.

Vppon the demand of Humphrey Howell plf. uers Anthony Rawlins def<sup>t</sup> for 30<sup>t</sup> Tob & 2 dayes worke. The def<sup>t</sup> denyeth any such clayme to bee due. The plf replyed th<sup>t</sup> he payd 30<sup>t</sup> To ffrancis Vanden for the def<sup>t</sup> And the s<sup>d</sup> ffrancis demanded uppon oath, sayth th<sup>t</sup> hee doth not rememb<sup>r</sup> any such matter & the plf not being able to make proofe of his demand, the def<sup>t</sup> was dismissed w<sup>th</sup>out day.